

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Richard A. Schechter, Attorney At Law 1825 I Street, NW, Suite 400 Washington, DC 20006-0006		2. Registration No. 5005
3. Name of foreign principal Bogoljub Karic	4. Principal address of foreign principal 15 Wertheim Ct., Suite 408 Richmond Hill, Ontario Canada L4B 3H7	

5. Indicate whether your foreign principal is one of the following type:

- ☐ Foreign government
- ☐ Foreign political party
- ☐ Foreign or ☐ domestic organization: If either, check one of the following:

- | | |
|--------------------------------------|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (specify) _____ |

☒ Individual—State his nationality Yugoslavian or Serbian originally, now in the
process of becoming a Canadian citizen

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant.
- b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

- a) Principal address
- b) Name and title of official with whom the registrant deals.
- c) Principal aim

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8. If the foreign principal is not a foreign government or a foreign political party,

- a) State the nature of the business or activity of this foreign principal
- On information and belief, Bogoljub Karic is a principal in a conglomerate of companies in banking, insurance, engineering, real estate, trade, manufacturing, and telecommunications.

b) Is this foreign principal

- Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒
- Directed by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☒
- Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒
- Financed by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☒
- Subsidized in whole by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☒
- Subsidized in part by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)
The answers to item 8(b) were stated upon my best current information and belief.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

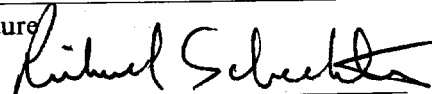
Date of Exhibit A 3/21/95	Name and Title Richard Schechter, Attorney	Signature 
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Exhibit B
To Registration Statement
Under the Foreign Agents Registration Act of 1938, as amended

OMB No. 1005-0007
Approval Expires Nov. 30, 1993

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
Richard A. Schechter, Attorney At Law	Bogoljub Karic 5005

Check Appropriate Boxes:

1. ☐ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
2. ☒ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Introducing Mr. Karic to various members of Congress, other government officials and members of the business and financial community and the press

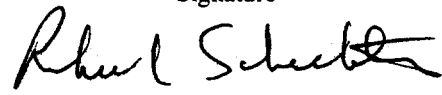
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Introducing Mr. Karic to various members of Congress, other government officials and members of the business and financial community and the press

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Mr. Karic wishes to enlist the support of U.S. public officials and business community members in an effort to hasten the end of the conflict in the Balkans and a lifting of the trade sanctions against Serbia. We will be introducing Mr. Karic to various members of Congress, other government officials and members of the business and financial community and the press.

Date of Exhibit B	Name and Title	Signature
3/21/95	Richard Schechter, Attorney At Law	

¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

RICHARD SCHECHTER

ATTORNEY AT LAW

INTERNATIONAL SQUARE

1826 I STREET, NW, SUITE 400

WASHINGTON, DC 20006

(202) 429-6832
FAX (202) 429-9574

WASHINGTON, DC
NEW YORK
FLORIDA

Via Facsimile

March 8, 1995

Bogoljub Karic
Palmira Toljatija 3
11000 Belgrade
Serbia

Dear Bogoljub,

I have received the initial retainer and have given Wyatt Stuart his initial fee and both of us are actively proceeding. Based on my discussions with you, we will review the retainer agreement with you when we are next together. In the interim we are proceeding on the matters outlined in paragraphs 2a, 2b, 4, and 6 of the retainer agreement and awaiting your further instructions on the matters outlined in 2c, 2d, and 5.

Wyatt and I met yesterday and will be meeting again tomorrow to plan our approach. We probably will be able to schedule some meetings for next week here in Washington. I will let you know by Monday, March 13 what the schedule is for the week, if possible please try to keep March 16 and 17 open for a Washington visit. We will not be able to schedule Dole and Gingrich in March but Wyatt hopes to be able to arrange those meetings for April. We will be following up next week with Congressman Roth on your suggestion for a congressional fact finding mission to the Balkans.

In order to proceed effectively I will need the following materials, which should be air-expressed:

1 - Company brochures for BK Holdings and the related companies, both the Serbian companies and those which are outside Serbia. If possible, please send at least six copies of each so that Wyatt and I will have copies and can distribute copies to the staffs of some of the people you want to meet.

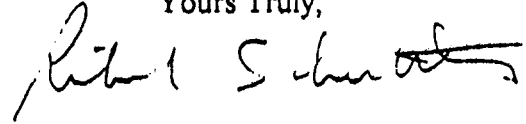
2 - Newspaper and magazine articles you may have about your family and BK Holding or related companies. We can translate from Serbian or Russian if necessary.

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As it may take a few days to collect these materials I'd suggest you send what you have readily available today and the remainder when you can.

I will proceed to structure some meetings for you with officials at the World Bank and International Monetary Fund, and with Warren Christopher. We will try to arrange a group of meetings for your April visit, to make the trip as efficient as possible.

Yours Truly,

A handwritten signature in dark ink, appearing to read "Richard A. Schechter", with a stylized flourish at the end.

Richard A. Schechter
Attorney at Law

Bainbridge

Bainbridge Financial Corporation
Investment Banking

1825 I St. NW, Suite 400
Washington, DC 20006
(202) 429-2098
Fax (202) 429-9574

Via Facsimile

March 8, 1995

Bogoljub Karic
Palmira Toljatija 3
11000 Belgrade
Serbia

Dragan Karic
119899, Moscow
Leninskiy Gore, MGU
Corpus 3

Dear Gentlemen,

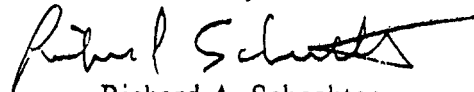
We are moving forward with an effort to acquire the assets of FM Properties, Inc. FM is a subsidiary of Freeport McMoran, a large energy and natural resources company. FM owns a group of large golf course communities in various cities in Texas, similar to, for example, the Polo Club in Boca Raton. Our plan is to gain control of the portfolio and then sell off part of the assets retaining part at a deep discount to value. Alternatively, we may be able to remarket the entire portfolio during due diligence. We are currently examining materials from FM and beginning to frame an offer.

I anticipate that this project will require approximately \$250,000 - \$500,000 of capital which will be at risk, and one to two million dollars for a deposit which will not be at risk since it will be refundable if we cannot close. Profits could be quite large. I will provide a detailed memo on this deal tomorrow.

We continue to have some very substantial real estate opportunities here in Washington. Several of the deals I mentioned originally are gone, and one has already been "flipped" at a very considerable profit. I will send you, in the next several days, a summary of some of the current opportunities.

You mentioned an interest in fruit in one of our discussions. Wyatt and I have very substantial relationships with the large fruit companies active in South America, and would be interested in structuring a venture to import produce into Europe. I will also be getting back to you on some telecommunications opportunities next week.

Yours Truly,



Richard A. Schechter
Managing Director

RICHARD SCHECHTER

ATTORNEY AT LAW

INTERNATIONAL SQUARE

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WASHINGTON, DC 20006

(202) 429-6832

FAX (202) 429-9574

**WASHINGTON, DC
NEW YORK
FLORIDA**

Via Facsimile

February 16, 1995

**Bogoljub Karic
London, England**

Dear Bogoljub,

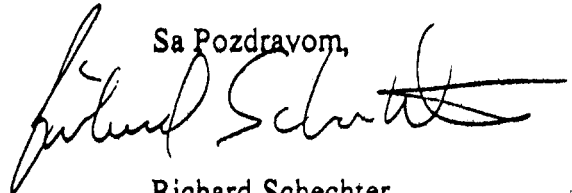
Pursuant to our conversation, in regard to our proposed retainer agreement I would be willing to accept \$10,000 per month as a fee in lieu of my ordinary hourly fee arrangement. Wyatt Stewart and I would both be utilizing the interpreter and other administrative personnel, and an additional \$1,000 per month should suffice. I have amended the agreement accordingly and the amended page three is attached, which you should substitute for the earlier page three.

Wyatt reiterated to me the urgency of proceeding with Roth, Dole, Gingrich and the rest of the Republican power structure, now that Congressman Roth has raised the issue. If the Republicans view the matter positively, we can have significant progress. On the other hand if they were to feel that this was a "Democrat" issue, it would make progress very difficult.

Wyatt is very friendly with a neighbor of his who is the President of the Washington Post, and we will introduce you and see if we can get an article about your company the next time you are here.

From Saturday, February 18 until Wednesday evening, February 22, I will be at 305-972-7185. My fax number will be 407-997-9392.

Sa Pozdravom,



**Richard Schechter
Attorney at Law**

**RS/ms
enclosure**

Karie.05

RICHARD SCHECHTER

ATTORNEY AT LAW

INTERNATIONAL SQUARE

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**WASHINGTON, DC
NEW YORK
FLORIDA**

Retainer Agreement

Bogoljub Karic, a resident of Toronto, Ontario, Canada and London, England, hereby retains Richard A. Schechter Attorney at Law to represent him pursuant to the terms and conditions of this agreement.

1 - Mr. Karic is presently a resident of Toronto, Ontario, Canada and London, England. Mr. Karic and his brothers, Sreten, Dragan, Zoran and sister, Olivera, are formerly residents of the City of Pec in Serbia, in what was formerly Yugoslavia. The Karics have significant interests in a group of banking, finance, insurance, manufacturing, real estate, engineering, and trade concerns in the United States, Canada, England, Cyprus, Russia and numerous other countries including Serbia.

2 - Mr. Karic hereby retains Mr. Schechter to represent him and provide consulting and advice concerning the following general goals and programs:

a - The Karic family has created one of the great successes in privatization of the economies of formerly Communist nations and the creation of American style business enterprises in formerly Communist areas. Mr. Schechter shall assist in the creation and implementation of a program to heighten understanding and awareness in the United States, among business and political leaders and the public, of the great success and accomplishments of Mr. Karic and his family in creating and expanding a highly successful group of American style business enterprises and educational institutions in the former Yugoslavia, in Russia, and in other formerly Communist regimes.

b - Mr. Karic wishes to create a better understanding and awareness among American business and political leaders and the public of the country of Serbia, of the state of its economy, and of how the public and the business, health, and scientific communities in Serbia are being affected by U.S. policies regarding the Balkan region.

c - The formation and establishment of an international committee of concerned scientists and business people to assist in creating peace in the Balkans. The committee shall be called the International Committee for Peace in the Balkans and shall be located in Washington, D.C.

d - Resolution of the international sanctions relating to Serbia and the release of funds now sequestered in the U.S.

3 - It is contemplated by the parties that Mr. Schechter shall retain, or assist Mr. Karic in employing, the services of other consultants in implementing the goals of this agreement. In particular Mr. Schechter shall retain the services of Wyatt Stewart and Associates Inc. to coordinate and implement relationships with various political and governmental figures and to create and coordinate a cohesive program for the implementation of the goals of this agreement.

4 - Mr. Karic wishes to meet with various key members of the American political and governmental community and, if possible, organize a fact finding mission to Belgrade. Mr. Stewart shall, with Mr. Schechter's assistance where appropriate, meet with various members of the House, Senate, and Clinton administration and their staffs where appropriate. The purpose of such meetings along with the general purposes abovementioned, shall be to structure and organize meetings between appropriate Senators, Congressmen, and the administration with Mr. Karic and further to assist in structuring and organizing the fact finding mission. Among these parties which it would be beneficial for Mr. Karic to meet if possible are:

- a - President Clinton
- b - Robert Dole
- c - Newt Gingrich
- d - Warren Christopher
- e - Mickey Cantor (U.S. Trade Representative)

as well as various other key members of the House, Senate, Administration and business community.

5 - Mr. Schechter shall cause to be incorporated in the District of Columbia an organization to be known as the "International Committee for Peace in the Balkans" or if that name is previously registered such similar name as shall be appropriate. Mr. Schechter, with the assistance of Mr. Stewart, shall organize an initial board of directors and structure for the Committee. Mr. Karic or such party as he designates shall

be a director. Mr. Schechter and Mr. Stewart shall thereafter assist the Committee, to the extent such assistance is in accord with their responsibilities to Mr. Karic, in implementation of its goals and in publicizing its existence with the U.S. media and political community.

6 - A coordinated program shall be implemented to introduce the Karic family and their business and educational accomplishments to the media. The Karic family was among the earliest and has been among the most successful groups in creating capitalism and successful American style businesses in the former Communist regions. This public relations program shall be designed to promote awareness in the media and in the business community of the accomplishments, success, and reputation of Mr. Karic, the Karic family, and the Karic family business. Mr. Schechter may employ, or assist Mr. Karic in employing, the services of additional parties to assist in this effort. In particular Mr. Schechter shall seek the assistance of Mr. Robert Wussler in introducing Mr. Karic and the Karic family to various media organizations including CNN and parties associated with CNN such as Ted Turner and Larry King. Mr. Karic shall cause to be supplied to Mr. Schechter such information regarding the Karics and their businesses as Mr. Karic shall wish to publicize.

7 - Mr. Schechter shall be compensated for such services fees and disbursements as follows:

- a - For the services of Mr. Schechter \$10,000 per month
- b - For the services of Wyatt Stewart and Associates Inc. \$10,000 per month
- c - For the services of Mr. Wussler or other professionals, such amounts as Mr. Karic shall agree to prior to their employment by Mr. Schechter or Wyatt Stewart and Associates Inc.
- d - For the services of interpreters and administrative staff \$1,000 per month
- e - For such other ordinary and related expenses and disbursements as shall be incurred. Such expenses shall not exceed \$2000 without the prior approval of Mr. Karic.

8 - Mr. Karic shall provide a retainer fee in the amount of \$30,000 for the initial services of Mr. Schechter, Wyatt Stewart and Associates Inc., and relevant expenses and disbursements, and shall provide additional retainer deposits on a monthly basis as shall be reasonably required to provide for the likely fees and disbursements for the following month. Such additional deposits shall be made beginning on or before April 1, 1995 and the first of each ensuing month until the termination of this agreement.


9 - Mr. Schechter and Mr. Stewart shall each provide to Mr. Karic on a monthly or more frequent basis a report of their activities. Mr. Schechter shall in addition provide a complete report of time and disbursements on a monthly basis.

10 - Any party to this agreement may withdraw at any time by providing written notice to the other party. Mr. Karic shall be responsible for fees and disbursements until the date notice is received. Any additional funds deposited with Mr. Schechter shall be returned upon the termination of this agreement.

11 - This agreement shall become effective upon the receipt by Mr. Schechter of an executed copy of this agreement and receipt of the abovementioned retainer fee. Such fee shall be paid by wire transfer as follows:

Nations Bank N.A. ABA # 054 00 1204 for the account of Richard Schechter,
0030013708.

Agreed upon the dates indicated

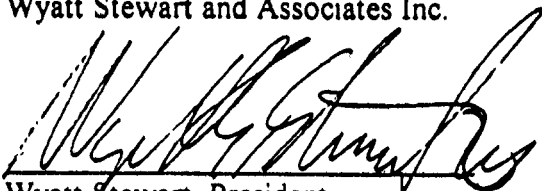

Richard Schechter, Attorney at Law

February 15, 1995

Bogoljub Karic

February __, 1995

Solely as it pertains to
Wyatt Stewart and Associates Inc.


Wyatt Stewart, President

February 15, 1995